ADVERSARY PROCEEDING COVER SHEET
(Instructions on Reverse)

ADVERSARY PROCEEDING NUMBER
(Court Use Only)

PLAINTIFFS	DEFENDANTS
Kelly & Lauri Bracken	Sallie Mae, Inc., Navient Solutions, inc., U.S. Department of Education, Educational Credit Management Corporation, and Mohela, Inc.
ATTORNEYS (Firm Name, Address, and Telephone No.) Corrine E. Edwards, Bar# 61413 Walters & Edwards, LLC 2407 Muegge Rd. St. Charles, MO 63303 (314) 920-7674; fax 888-323-3819	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☑ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☑ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Debtor's Complaint to determine dischargeability of student loan debts pursuant to 11 U.S.C. Section 523(a)(8).

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☒ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $

Other Relief Sought

Order discharging Debtor's student loan debts owed to Defendants.

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Kelly & Lauri Bracken	BANKRUPTCY CASE NO. 14-42677	
DISTRICT IN WHICH CASE IS PENDING Eastern District of Missouri	DIVISION OFFICE Eastern	NAME OF JUDGE Surratt-States
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE 2/22/2017	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Corrine E. Edwards, Counsel for Plaintiffs	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet. When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

IN RE: Kelly Bracken & Lauri Bracken,	**CASE NO. 14-42677**
Debtors.	**Chapter 13**
Kelly Bracken & Lauri Bracken,	
Plaintiffs,	
v.	**Adversary No.**
SALLIE MAE, INC., NAVIENT SOLUTIONS, INC. U.S. DEPARTMENT OF EDUCATION, EDUCATIONAL CREDIT MANAGEMENT CORPORATION, and MOHELA, INC.,	**DEBTORS' COMPLAINT TO DETERMINE THE DISCHARGEABILITY OF STUDENT LOAN DEBTS PURSUANT TO 11 U.S.C. §523(a)(8)**
Defendant.	

DEBTORS' COMPLAINT TO DETERMINE THE DISCHARGEABILITY OF STUDENT LOAN DEBTS PURSUANT TO 11 U.S.C. §523(a)(8)

COME NOW Kelly and Lauri Bracken, Debtors/Plaintiffs, herein and for their Complaint against Sallie Mae, Inc., Navient Solutions, Inc., U.S. Department of Education, and Educational Credit Management Corporation, Defendants, and pray for entry of a judgment determining the dischargeability of student loan debts made, insured, or guaranteed by a governmental unit or as defined in §221(d)(1) of the Internal Revenue Code of 1986, pursuant to 11 U.S.C. §523(a)(8) and states as follow:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. §1334.

II. VENUE

2. Venue of this proceeding lies in the Bankruptcy Court for the *Eastern District of Missouri, Eastern Division*, pursuant to 28 U.S.C. §1408 and 1409(a) in that *Kelly and Lauri Bracken,* Debtors herein, initiated a voluntary petition under Chapter 13 of the Bankruptcy Code on April 7, 2014 and such case continues to be pending as of the date of this complaint.

III. CORE PROCEEDING

3. This is a core proceeding under 28 U.S.C. §1334(a) and 28 U.S.C. §157(b)(2)(I).

IV. CASE FACTS

4. On or about April 7, 2014 Debtors herein filed a voluntary petition seeking relief under Chapter 13 of the Bankruptcy Code. John V. LaBarge, Jr. is the trustee appointed to serve in this case.

5. That the unsecured debts at issue in this adversary Complaint and owing by Plaintiff Kelly S. Bracken (hereinafter referred to as "Kelly"), and claims have been filed in Debtors' Chapter 13 or the creditor was listed in Schedule F, include student loans owing to Defendants Sallie Mae, Inc. (hereinafter "Sallie Mae"), Navient Solutions, Inc. (hereinafter "Navient"), U.S. Department of Education (hereinafter "U.S. DoED"), Educational Credit Management Corporation (hereinafter "ECMC"), and Mohela, Inc. (hereinafter "Mohela").

6. That the Defendant Sallie Mae is a Corporation incorporated under the laws of the State of Delaware, doing business at 12061 Bluemont Way, Reston, Virginia, 20190.

7. That the Defendant Navient is a Corporation incorporated under the laws of the

State of Delaware, doing business at 123 Justison Street, Suite 300, Wilmington, Delaware 19801.

8. That the Defendant U.S. DoED is an Agency of the United States Government, doing business at 400 Maryland Avenue, SW, Washington, DC, 20202.

9. That the Defendant ECMC is a Corporation incorporated under the laws of the State of Minnesota, doing business at 111 Washington Avenue South, Suite 1400, Minneapolis, Minnesota 55401.

10. That the Defendant Mohela is a quasi-government entity operated under the laws of the State of Missouri, doing business at 633 Spirit Drive, Chesterfield, Missouri 63005.

11. Debtor obtained these loans for the benefit of his son to attend college at Harding University. The First loan was obtained on or about August 2006 and was a Plus loan. This loan was obtained so that Debtor's son could attend university to obtain a college degree. Debtor was advised that without his assistance as co-signer of the loan, Debtor's son would not be able to attend college. Debtor then co-signed several other loans to assist his son in finishing his college degree.

12. Debtor is co-signer for his son Kyle B. Bracken.

13. Debtor Kelly Bracken had an accident in August 8, 2008 and his injuries were severe. He was diagnosed with bilateral traumatic brain injuries and began receiving Social Security Disability income in February 2009. Debtor is currently unable to work and only source of income is Social Security Disability. Due to Debtor's condition, Debtor is not going to return to employment.

14. The Debtor has received communications from Defendant Sallie Mae, that Debtor is indebted to Sallie Mae under account numbers 502935000265 and 502935000362 somewhere in the aggregate amount of $7,657.00, including principal, accrued, capitalized, and unpaid

interest, and including any and all costs of collection on account of the loans.

15. The Debtor has received communications from Navient, that Debtor is indebted to Navient under account numbers 0927 c/o 2875 somewhere in the aggregate amount of $7,828.95, including principal, accrued, capitalized, and unpaid interest, and including any and all costs of collections on account of the loans.

16. The Debtor has received communications from U.S. DoED, that the Debtor is indebted to U.S. DoEd under account numbers 90000032390 somewhere in the aggregate amount of $22,312.00, including principal, accrued, capitalized, and unpaid interest, and including any and all costs of collections on account of the loans.

17. The Debtor has received communications from ECMC, that the Debtor is indebted to ECMC under account number 0927 somewhere in the aggregate amount of $18,678.93, including principal, accrued, capitalized, and unpaid interest, and including any and all costs of collections on account of the loans.

18. The Debtor has received communications from Mohela, that the Debtor is indebted to Mohela under account number 8655825426M1/0927 somewhere in the aggregate amount of $18,678.93, including principal, accrued, capitalized, and unpaid interest, and including any and all costs of collections on account of the loans. At this point, it is believe that this loan has been transferred to ECMC for collections.

19. On account of the outstanding loans, the Debtor's estimate that the entire amount of student loan debt owed is somewhere around $56,476.88.

EXCEPTING THE DEBTOR'S STUDENT LOAN DEBT FROM DISCHARGE WOULD IMPOSE AN UNDUE HARDSHIP ON THE DEBTOR

20. The Debtor reallege paragraph 1 through 19.

21. Since Debtor co-signed for the student loans for his son, he has been found disabled. He cannot work or hold down any steady job. His only source of income is Social Security Disability.

22. Debtor's wife does work as a Secretary at University of Missouri Science & Technology. Her income is necessary to support the basic living expenses for the household.

23. Debtor's student loans require a minimum payment of approximately $1,000.00 per month.

24. Debtor's current financial and familial obligations make it highly unlikely that he will be able to return to work or afford any payment toward the student loans.

25. Debtor co-signed the student loans with his son; therefore, if Debtor's liability to the student loans is discharged the lending agencies may continue any collection activities from the Debtor's son who is the other co-signer.

26. In light of the above facts, failure to except Debtor's student loan from discharge in above-captioned Chapter 13 proceeding impose an undue hardship upon the Debtors.

WHEREFORE, Debtors pray that the Court:

1. Determine that the payment of Debtor's student loan debt would impose an undue hardship pursuant to 11 U.S.C. §523(a)(8);

2. Determine and declare that Debtor's student loan debt is dischargeable in the above-captioned Chapter 7 bankruptcy proceeding;

3. Grant such other and further relief that the Court deems just and appropriate.

Date: 02/22/2017

/s/Kelly S. Bracken___
KELLY BRACKEN, Debtor/Movant

12015 Oak Hill Dr.
Rolla, MO 65401

/s/Lauri Bracken
LAURI BRACKEN, Joint-Debtor/Movant
12015 Oak Hill Dr.
Rolla, MO 65401

WALTERS & EDWARDS, LLC

By:/s/ Corrine E Edwards
Corrine E Edwards, 61413MO
Attorney for Debtor
2407 Muegge Rd.
St. Charles, MO 63303
(314) 920-7674
e-mail: WaltersandEdwards@gmail.com
Fax: (888) 323-3819